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## State of Connecticut Board of Education and State Vocational Federation of Teachers, American Federation of Teachers, AFL- CIO, Local 4200A (1989)

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## State of Connecticut Board of Education and State Vocational Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 4200A (1989)

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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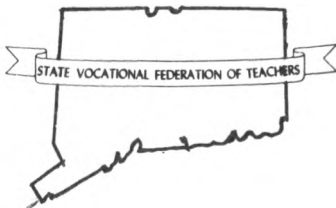
STATE OF CONNECTICUT  
BOARD OF EDUCATION

99626

AND

STATE VOCATIONAL FEDERATION  
OF TEACHERS, LOCAL 4200A  
AMERICAN FEDERATION OF  
TEACHERS, AFL-CIO

VOCATIONAL-TECHNICAL INSTRUCTORS UNIT



Effective: July 1, 1989

Expiring June 30, 1992



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## ARTICLE 1

### UNION RECOGNITION AND RIGHTS

#### Section One.

The State of Connecticut recognizes the State Vocational Federation of Teachers, Local 4200A, American Federation of Teachers, AFL-CIO as the exclusive bargaining agent for all employees in positions covered by the certification issued by the State Board of Labor Relations in Decision No. 1694 (1978). Bargaining unit members may be referenced herein as "employees", "instructors," "teachers," "faculty members," or "professional staff." Unless stated to the contrary, the terms are intended to be synonymous.

#### Section Two.

Upon receipt of a written authorization from an employee submitted through the Union so providing, the Board agrees, for the term of this Agreement, to deduct Union membership dues or agency service fees from an employee's checks. Such deduction shall be discontinued upon written notification of an employee to both the Board and the Union thirty (30) days in advance.

#### Section Three.

The Board shall provide to the Union on a monthly basis the names, addresses, assignments and hiring date of all new employees covered by this Agreement and, further, the Board shall furnish monthly the names of all bargaining unit employees who terminate.

#### Section Four.

The amount of dues or agency service fees deducted, along with a listing of personnel, shall be remitted to the Treasurer of the Union within fifteen (15) days after the payroll period in which such deductions are made.

#### Section Five.

Payroll deduction of Union dues shall be discontinued for other employee organizations not parties to this Agreement.

#### Section Six.

The Board shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fees.

#### Section Seven. Agency Service Fee.

An employee who within thirty (30) days after initial employment fails to become a Union member or whose membership is terminated or who resigns from membership shall be required as a condition of employment to pay an agency service fee as required by Connecticut General Statutes Section 5-280, not to exceed the dues payable to the Union.

#### Section Eight.

The Union shall indemnify the Board for any liability or damages incurred by the Board in payroll deduction of agency service fees.

#### Section Nine.

Upon permission granted by the Director, which shall not be denied unless the facilities have already been scheduled for use or are reserved for such scheduling, the Union may use school facilities for Union meetings before 7:45 a.m. and after 3:00 p.m. or unless mutually agreed upon by the Union President and the Superintendent.

#### Section Ten.

The Union shall have the use of a faculty bulletin board in faculty lounges for the purpose of posting appropriate notices and bulletins relative to the activities of the Union. Except where prohibited by law, the bargaining agent shall have exclusive access to employees' mail boxes for the purpose of distributing Union bulletins, leaflets, pamphlets and other materials.

#### Section Eleven.

Union building representatives shall normally be granted the use of school duplicating equipment for Union business before 7:45 a.m. and after 3:00 p.m. with notice to the School Director or his/her designee, provided the Union replaces Vocational-Technical System material actually used. If no administrator is in the building, the building representative shall be allowed to use the duplicating machines without prior notice if it does not interfere with school related duplication and subsequent notice is given.



#### Section Twelve.

Union staff representatives shall be permitted to enter the schools, reporting first to the School Director or his/her designee, for the purpose of discussing, processing or investigating grievances or fulfilling their role as collective bargaining agents, without interfering with administrative assignments or teaching duties of employees.

#### Section Thirteen.

The Board shall provide the Union with requested information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this contract, to which the Union is entitled by law in order to fulfill its role as collective bargaining agent, at no cost to the Board. Routine requests of a minor nature will not be charged to the Union. Confidential information pertaining to individuals shall not be provided unless authorized in writing by the affected individual.

#### Section Fourteen.

Upon request an employee shall be entitled to Union representation in any investigatory, fact-finding hearing, meeting or conference, if the employee reasonably believes that the investigation may result in discharge or discipline. If a Union representative is not available and a postponement of the meeting would result in an unreasonable delay, the Director may request the employee to be present at the meeting.

#### Section Fifteen.

Grievance investigation may be conducted whenever an employee is not performing teaching duties or an administrative assignment.

#### Section Sixteen. Union Leaves.

- (a) When a Union officer or building representative is required to present the Union's case at an arbitration hearing or at a proceeding before the State Labor Relations Board, he/she shall be released from duty with no loss of pay.
- (b) Time off with pay shall be granted for official Union business as follows:

- (1) for the Union officers on leave, a maximum of one full-time or two half-time leaves shall be granted during each of the first two years of the contract; during the third year of the contract, one full-time and one half-time leave or three half-time leaves shall be granted;
  - (2) for all other official Union business conducted on behalf of the entire collective bargaining membership in the Vocational-Technical School System, a maximum of eighty-five (85) additional days per year shall be allocated, the total to be the sum of days taken by various Union representatives within the collective bargaining unit;
  - (3) time spent at arbitration hearings shall not be counted against time granted in (1) and (2) above.
- (c) Full-time leave of absence shall be granted to not more than three (3) employees so requesting for service as officers or staff employees of the Union (local, state or national). Officer leaves may be with full pay, partial pay or no pay subject to the limitations specified in subsection (b) above. Officer leaves shall be coterminous with the term of office and the school year. Extensions of said leave may be requested and shall be favorably considered. Leave shall be with position held, unless there is mutual agreement to the contrary. If an officer is returning from leave and the position which he/she formerly held has been eliminated because of a reduction in force or for other reason, the parties shall meet to discuss and resolve the matter; if no mutual agreement is reached, the dispute may be submitted by either party to expedited arbitration. An employee who terminates as an officer or staff employee prior to the expiration of his/her leave of absence may request to return to work earlier. In such case, the Department shall attempt, but shall not be required, to accommodate the request for early return. Employees granted leaves of absence under this subsection shall receive credit toward:
- (1) annual salary increments on schedules appropriate to their rank, and
  - (2) seniority.

This leave shall not be considered as a break in service for any purpose. Further, the Board shall permit employees receiving such leave of absence to pay regular contributions, based on their earnable salaries, together with the State's share, to the Retirement System.

(d) Leave which is granted in accordance with subsection (c) above shall be subject to the following conditions:

- (1) At the Union's request, the Board shall continue to pay the salary and benefits of those individuals on full-time Union Business leave.
- (2) The Union shall reimburse the Board in full by making bi-weekly payments on pay day in the manner determined by the Board. Reimbursements shall include gross wages, the Board's share of Health Insurance Benefits, and the Board's share of retirement contributions reduced on a pro-rata basis by the amount of paid leave authorized in accordance with this section.

#### Section Seventeen.

A copy of all Board of Education meeting agendas shall be provided to the Union President at least forty-eight (48) hours in advance of the meeting. The approved minutes of the Board will also be provided.

#### Section Eighteen.

The Union will furnish the Board with a list of officers and building representatives and will keep the list current.

### ARTICLE 2

#### BOARD PREROGATIVES

##### Section One.

All employer rights, powers, functions and authority are retained by and shall remain solely and exclusively vested in the Board, except as limited by this Agreement. Such rights include, but are not limited to, the following: to maintain such educational activities as, in its judgment, will best

serve the interests of the students and of the State of Connecticut; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils admitted into each school, and to select, employ, assign, transfer, suspend or dismiss faculty, providing not inconsistent with the specific terms of this Agreement; to designate the schools which shall be attended by the various students; to prescribe rules for the operation, organization, studies, classification and discipline for its schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor; to approve plans for school buildings; and to take necessary action in case of emergency.

#### Section Two.

It is agreed that the Board and its agents will not use its retained rights in such a manner as to nullify, abrogate or circumvent the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to derogate or impair the powers and the responsibilities of the Board. The Board retains exclusively to itself all the rights, powers and responsibilities that it has or may hereafter be granted by law, and the exercise of such rights at its discretion shall be final and binding and not subject to the Arbitration provisions of this Agreement. The Board recognizes that the exercise of these powers and responsibilities must be consistent with the specific provisions of this Agreement and Connecticut General Statutes Section 5-270 -280.

### ARTICLE 1

#### SALARIES

#### Section One.

Pay raises and step increases shall be effective at the beginning of the pay period which includes September 1.

#### Section Two.

The method of salary payment on June 30, 1988 shall continue in force. For new employees or employees returning from leave at the start of the school year, the first paycheck shall be for the number of days from September 1 until the end of the pay period which includes September 1, but not counting

Saturdays or Sundays. This may be more or less than the number of days actually worked. Salary shall continue to be paid through August 31, provided the full 184 day school year is worked. An employee who separates before August 31 shall be entitled to a pro-rata salary adjustment, based on the number of days actually worked; any adjustment shall be at the per-diem rate in effect at the date of separation.

#### Section Three.

The Department will provide payment for extracurricular duties, to be paid as follows:

- (a) Fall sports in November;
- (b) Winter sports in March;
- (c) Spring sports in June;
- (d) Seasonal activities as above;
- (e) Year-long activities in two (2) equal payments in January and June.

#### Section Four.

Whenever an employee's pay is changed, an explanation will be provided in writing upon written request from the employee to the Personnel Office.

#### Section Five.

- (a) Each new employee will be provided a first paycheck no later than the end of the second pay period after the first day of employment.
- (b) New employees will receive written notification of position (Department Head or Instructor), starting date and salary prior to their first day of work or within two (2) weeks of start of work where time does not permit advance notice. Such notice will be signed by the Superintendent or other managerial designee.

#### Section Six.

- (a) In those years when a payday falls on the Friday immediately after Thanksgiving, paychecks shall be released at the conclusion of the workday on

Wednesday, provided they are available at the school. Such checks may not be cashed or deposited prior to 3:00 p.m. on the day of release.

The provisions of this sub-section expire automatically on June 30, 1992. This shall not preclude either party from renegotiating the inclusion of these provisions or any modification thereof in any successor agreement.

- (b) Paychecks dated 12/14/90, and 12/13/91 shall include an additional bi-weekly salary payment, but shall not include any supplemental payments that would normally have been paid as part of the second paycheck. No paycheck shall be issued on 12/28/90, and 12/27/91 unless a teacher is due a supplemental payment, over and above his/her normal bi-weekly salary. This sub-section shall not apply to new teachers who commenced employment after the start of the school year.

#### Section Seven.

The following formula shall be used to provide prorated per diem compensation: 1/184th of yearly salary.

#### Section Eight. Mileage Reimbursement.

Mileage reimbursement for required use of personal automobiles shall be twenty-two cents (\$.22) per mile plus tolls upon presentation of a toll receipt.

Mileage reimbursed shall be that reported by the employee on the basis of actual odometer readings. This provision supersedes Standard State Travel Regulations.

#### Section Nine.

Those employees who are employed in permanent positions for at least ninety-two (92) school days will receive the annual increment effective the next September. Those employees who are employed in permanent positions for less than ninety-two (92) school days will not receive the annual increment the next September, but they will receive it the second September of their employment.

Employees who are on leave of absence without pay will receive an annual increment effective the next September provided they have worked ninety-two (92) school days.

#### Section Ten. Pay Options.

A teacher who has completed at least one full year of service in the system may elect one of the following pay options:

- (a) regular biweekly paychecks paid over a twelve-month period;
- (b) regular biweekly paychecks paid through the month of June and a lump sum paid in the first July check to cover the biweeklies remaining prior to the increment/increase date established in accordance with Section 1.

A teacher electing option b must do so in writing on a form provided by and in accordance with instructions issued by the payroll department.

For example:

A teacher electing option b at the end of the 1989-90 school year would get his/her last "regular" bi-weekly check on June 29, 1990. On July 13, 1990 that employee would receive a check for five bi-weeklies (which otherwise would have been paid 7/13/90, 7/27/90, 8/10/90, 8/24/90, and 9/7/90). The employee's first "regular" bi-weekly check in the next school year will be payable September 21, 1990 for the pay period which begins August 24, 1990 (the increase/increment date) and ends September 6, 1990.

### ARTICLE 4

#### FRINGE BENEFITS

##### Section One. Workers' Compensation.

- (a) All employees covered by this Agreement shall be covered by Workers' Compensation.
- (b) When an employee has become temporarily disabled as a result of illness or injury caused by his/her employment, said employee may opt, pending final determination as to the employee's eligibility to receive Workers' Compensation benefits, to charge said period of absence to existing leave accounts. When a determination is made supporting an employee's claim, the employer shall rectify payroll and leave records in accordance with said determination.

- (c) Accrued leave time may be used to supplement Workers' Compensation payments up to but not beyond the regular salary.

#### Section Two. Medical, Dental and Life Insurance.

- (a) All employees covered by this Agreement shall continue to receive medical, dental and life insurance coverage in effect on June 30, 1989.
- (b) In case of unpaid leave of absence for illness, injury or disability, the State will maintain its contribution to medical and dental insurance for up to one (1) year. In the case of unpaid leave of absence for any other reason, the employee may maintain enrollment in such plan(s) by paying the entire premium(s).
- (c) Medical Insurance coverage for newly hired or newly eligible employees shall be effective as follows:
  - (1) for those beginning work or newly eligible at the start of the school year, not later than November 1;
  - (2) for all others not later than sixty-two (62) calendar days following the start of work or eligibility.
- (d) Whenever an employee has a question concerning his or her medical insurance coverage, written confirmation shall be provided upon written request to the school business manager.

#### Section Three. Personal Days.

- (a) A full-time member of the professional staff covered by this Agreement will be allowed up to a total of three (3) personal days without loss of pay in any one (1) calendar year, not deducted from sick leave credits and not accumulated from year to year except as provided in (f) below. Any personal days which are not used by the end of the calendar year may be returned to the State for payment. Payment shall be at the daily substitute rate in effect on December 31. A teacher requesting payment must do so in writing on a form provided by and in accordance with instructions issued by the Payroll Department.
- (b) New Instructors who start work on or before October 1 will be granted one (1) personal day prior to December 31.



- (c) Except in emergency situations, leave shall be requested of the immediate supervisor at least twenty-four (24) hours in advance. It is not the intent of the Department to deny personal leave, except in extraordinary circumstances.
- (d) Personal leave requested on the day before or after a weekend, holiday or any day other than a scheduled work day shall be restricted to the following reasons:
  - (1) Religious holidays;
  - (2) Court appearance; court appearance in connection with school business shall not be deducted from personal leave.
  - (3) Family emergencies or important personal business which cannot be transacted outside of scheduled working hours.
- (e) No personal leave shall be charged to instructors for days which are not legal school days.
- (f) Not more than one personal day may be carried over to the following calendar year, but must be used prior to the end of the school year. If said day is not used by the end of the school year, it may be returned to the State for payment as provided in sub-section (a) above. At no time can a teacher have more than four (4) personal days accrued.
- (g) In exceptional circumstances, and subject to mutual written agreement of the Superintendent and the Union President, a teacher who has used all personal days for the year, may borrow one personal day from the coming year. In the event that the teacher leaves employment prior to the next year's grant of personal days, one day's pay at the per-diem rate shall be deducted from the teacher's final pay check.

#### Section Four. Sick Leave.

- (a) Sick leave shall accrue at the rate of one and one-half (1.5) days per completed calendar month of continuous service, including leave with pay, not to exceed fifteen (15) days per year. Sick leave shall accrue for the first ten (10) months in which an employee is receiving Workers' Compensation benefits. No sick leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days.

- (b) Upon retirement an employee shall be paid twenty-five (25) percent of the per diem rate, computed as 1/184th of the annual salary then in force for each day of unused, accumulated sick leave, up to a maximum payment equivalent to sixty (60) days' pay. Employees who on entering State service elected to remain covered under the Teachers Retirement System rather than enrolling in the State retirement plan shall also be eligible for such leave buyback under this Section. This benefit shall also be paid to the beneficiary of an employee on the active payroll who dies with ten (10) years of service.
- (c) An employee shall be granted sick leave:
- (1) when incapacitated for duty;
  - (2) for medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours;
  - (3) in the event of death in the immediate family when as much as five (5) working days leave with pay shall be granted, chargeable to sick leave. Immediate family means husband, wife, father, mother, sister, brother, child, mother-in-law, father-in-law, brother-in-law or sister-in-law, and also any relative who is domiciled in the employee's household;
  - (4) in the event of serious illness or injury to a member of the immediate family, as defined in (3) above, creating an emergency, provided that not more than three (3) days of sick leave per calendar year shall be granted therefor;
  - (5) for going to, attending, and returning from funerals of persons other than members of the immediate family, if notice is given in advance, provided not more than three (3) days of sick leave per calendar year shall be granted therefor.
- (d) Advanced and extended sick leave may be granted in accordance with Regulations 5-247-5 and 5-247-6.
- (e) An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis.

- (f) An employee who has resigned from State service in good standing and who is reemployed within one (1) year from the effective date of his/her resignation shall retain sick leave accrued to his/her credit as of the effective date of his/her resignation.
- (g) If an employee is absent for more than five (5) consecutive working days, the employee must submit a signed statement stating the reasons for the absence. Failure to do so shall result in loss of pay. This shall not preclude an administrator from requesting a medical certificate where there is reasonable cause to suspect abuse. The administrator will assume the burden of establishing reasonable cause.
- (h) When continued absences from work constitute habitual and frequent abuse of sick leave, the employee and the Union shall be notified in writing. A meeting will be scheduled between the employee, his Union representative and the Administration to discuss the problem. After having met with the employee the employer will have the option to deny sick leave pay. Continued abuse of sick leave shall subject the employee to progressive discipline.
- (i) Sick Leave Bank.

Effective September 1, 1985 there shall be established an Emergency Sick Leave Bank to be used by bargaining unit employees who have completed the three-year probationary period. The enrollment period will be from September 1 to November 1 of each contract year. Employees wishing to enroll will notify the SVFT during this time period. The SVFT will forward to Education Personnel a list of eligible employees on or before November 15. No new enrollees will be accepted after that date. An eligible employee requesting use of emergency sick leave may make application on the prescribed form to a Labor Management subcommittee established to administer the program. All committee meetings will be scheduled after 3:00 p.m. at a location agreeable to the members. Said committee shall be comprised of three (3) designees, one (1) from the Employer and two (2) from the Union, and shall determine eligibility for benefits in accordance with the following:

- (1) Each eligible employee who elects to participate shall contribute one (1) day from accrued sick leave to the sick leave bank. Days contributed shall not revert to employees if not used.

- (2) Days contributed to the bank shall thereafter be allocated to bargaining unit employees with catastrophic or extended long-term illness.
- (3) To be eligible for allocations of sick days from the bank, an employee must meet the following conditions:
  - (a) Exhaustion of all sick leave and personal leave.
  - (b) The illness or injury is not covered by Workers' Compensation and/or such benefits have been exhausted.
  - (c) An acceptable medical certificate supporting the absence is on file.
  - (d) Completion of the three-year probationary period.
  - (e) The bank is not depleted.
- (4) Benefits under this Article shall accrue at the rate of one (1) day for each day of illness or injury provided that the employee has been disabled for a minimum of ten (10) working days. No employee shall be eligible to draw from the bank if the fund is depleted. Employees receiving benefits under this Article shall not accrue sick leave during the period of eligibility or be eligible for holidays or other paid leave benefits. The subcommittee shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness in question.
- (5) Unused days in the sick leave bank shall be carried over from year to year and shall not lapse.
- (6) If at any time the balance in the bank should drop to ten (10) days, each eligible employee shall be assessed one (1) additional day from his/her accrued sick leave.

- (7) An employee who has been granted some portion of the sick leave bank, and who returns to work full-time, shall repay the bank at the rate of twenty percent (20%) of his/her unused accrued sick leave at the end of each calendar year.
- (8) The actions or non-actions of this subcommittee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The subcommittee shall not be considered a State agency, board or any other subdivision of the Employer. No requests shall be conducted as contested cases or otherwise be subject to the Administrative Procedure Act.

#### Section Five.

##### (a) Civil Leave.

If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours, time off with pay and without loss of earned leave time shall be granted. This provision shall not apply in cases where the employee is a plaintiff or defendant in the Court action.

##### (b) Jury Duty.

- (1) An employee who is called to serve as a juror shall receive his/her regular pay less pay received as a juror for each work day while on jury duty. This provision shall not apply to "on-call" jury time when the employee is able to be at work.
- (2) Upon receipt of notice to report for jury duty, the employee shall inform the personnel office immediately. The employer may request that the employee be excused or exempted from jury duty if, in the employer's judgment, the employee's services are needed at that time. Employees who wish to serve as jurors will not be requested for excuse so long as the operating needs of the Department are not impaired.

#### Section Six. Pregnancy, Maternity, Prenatal and Child Rearing Leave.

- (a) Disability or illness resulting from or contributed to by pregnancy, miscarriage, abortion, maternity, or resulting from childbirth, defined as the hospital

stay and any period before or after the hospital stay certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued paid leaves.

- (1) During this period, the employee shall continue to receive the same benefits, seniority, and pay she would normally receive if she were on any other disability leave of absence.
- (2) An employee must accumulate one hundred thirty-five (135) days in the third year of service in order for that year to be counted toward tenure.
- (3) Upon expiration of paid leave, the employee may request and shall be granted, a medical leave of absence without pay, position held. Such request must be in writing and supplemented by the appropriate medical certificate, and shall normally expire the following September 1. Requests for the medical leave shall be made six (6) weeks prior to the starting date of the leave (except in cases of medical emergency).
- (b) An employee requesting longer term child-rearing leave should make the request in writing as soon as possible following the birth, adoption or taking custody of a child. Such leave shall not exceed the second September 1 following the commencement of such child-rearing leave.
- (c) Up to five (5) days of paid leave, deducted from sick leave will be provided to an employee in connection with the birth, adoption or taking custody of a child.
- (d) Employees returning from leave other than longer term child-rearing leave will be placed in their former position. Employees returning from child-rearing leave will be placed in their former position if it exists or if not, in a comparable position.
- (e) Leave(s) pursuant to this Section, other than leave for disability under sub-section (a), shall be coterminous with any leave pursuant to Conn. Gen. Stat. §5-248a.

#### Section Seven. Sabbatical Leave

- (a) Sabbatical leave is for the purpose of enhancing professional development, including vocational skills and eligibility for career opportunities in the Department, study and research, creative work or educational travel. Sabbatical leave shall not be granted without the approval of the Commissioner.
- (b) An employee may become eligible for sabbatical leave at the completion of six (6) years of full-time employment.
- (c) The Board shall fund one (1) one-half (1/2) year sabbatical leave for the 1990-91 school year and either two (2) one-half (1/2) year or one (1) full year sabbatical leave for the 1991-92 school year. The period of leave shall be counted for retirement purposes. The Board will continue its contributions toward health and life insurance during such leave.
- (d) A plan for leave requested to take effect on September 1 must be submitted to the School Director not later than March 1. A plan for leave requested to take effect the second semester must be submitted to the School Director not later than August 31.
- (e) During the period of sabbatical leave, an employee shall not accept full-time employment or any employment which interferes with the performance of the approved plan.
- (f) As a condition of sabbatical leave, an applicant must agree that after its expiration he/she will serve in the State Vocational System for a period at least twice the period of sabbatical leave. Upon return from sabbatical leave, the employee will be reinstated to his/her position, including extracurricular, or such other position, mutually agreed, that makes use of his/her newly acquired skills. Sabbatical leave will count as service on the salary schedule and toward seniority.
- (g) The procedures for applying and reviewing requests for Sabbatical leave shall be reviewed by the Professional Development Committee. The target date for recommended changes shall be January 1, 1991 and shall include recommendations to ensure that sabbatical leave is available on a fair and equitable basis to all bargaining unit members.

#### Section Eight. Retirement.

The terms and conditions of the Employee Retirement Plan are governed by the Pension Contract between the State of Connecticut and PCC effective July 1, 1988 to June 30, 1994 which is incorporated herein.

#### Section Nine. Military Leave.

- (a) A full-time permanent employee who is a member of the armed forces of the State or any reserve component of the armed forces of the United States shall be entitled to military leave with pay for active duty for required field training, provided such leave does not exceed three (3) calendar weeks in a calendar year. The employee will cooperate in attempting to schedule service of such annual active duty during school recess periods. Additionally, any such employee who is ordered to active duty as a result of an unscheduled emergency (natural disaster or civil disorder) shall be entitled to military leave with pay not to exceed thirty (30) calendar days in a calendar year. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.
- (b) Other requests for military leave may be approved without pay. Nothing in this Article shall be construed to prevent an employee from attending ordered military training while on regular scheduled vacation.
- (c) The provisions of this Article shall supersede Sections 5-248(c) and 27-33 of the General Statutes and the appurtenant state regulations.
- (d) A full-time employee called to military service in the armed forces of the United States shall be placed on unpaid leave of absence for the period of the callup. Upon completion of his/her obligation, he/she shall be reinstated to his/her original position, except if that position has been abolished, to a comparable position, with step placement on the salary scale as if he/she had worked during such period, together with full seniority for such period.

#### Section Ten. Personal and Public Office Leave.

Personal leave may be granted for up to one (1) year without pay, normally for educational improvement or on account of illness, and shall be granted for service in public office



to the extent not prohibited by law. Public Office leave is renewable annually at the employee's request for the balance of his/her term of office as long as he/she so serves. Employees returning from leave under this subsection will be placed in their former position if it exists or, if not, in a comparable position.

#### Section Eleven.

The Board shall continue, in accordance with the practice in effect during the 1985-86 school year, to make tax sheltered annuities available to all bargaining unit members.

#### Section Twelve.

An employee who is on sick leave or absent due to a disability compensable under the Workers' Compensation Act shall have his/her position held until his/her sick leave accruals are exhausted or until the start of the second (2nd) school year following the start of the sick or disability leave. An employee who is able to return to work after the start of the 2nd school year may exercise bumping rights and displace the most junior employee in the system in his/her current teaching assignment, for up to and including the 2nd anniversary date of the disability. After that, or if he/she declines to bump, an employee shall have the right to go on the re-employment list, and shall have the same entitlement to recall as provided in Article 12, Section 6. Such entitlement shall terminate if the employee is not recalled within 2 years of the 2nd anniversary date of his/her sick or disability leave.

### ARTICLE 5

#### CAREER DEVELOPMENT

##### Section One. Tuition Reimbursement.

- (a) The Board shall allocate \$125,000 in each year of the contract for the tuition reimbursement program for courses outside of regular working hours. In any given contract year, the new annual allocation shall be used solely for the following purposes:
  - (1) payment of reimbursements due to employees for whom approval was granted in the prior year but who did not receive reimbursement due to lack of available funds;

(2) reimbursement for Priority A course work.

Funds remaining from the annual allocation at the end of a given year will be carried forward and will not lapse. Carryover funds which are not required to make payments for Priority A tuition reimbursement approved in the year of the allocation will be set aside for use for Priority B and C course work in future contract year(s).

(b) Guidelines for reimbursement include the following:

- (1) The courses will result in professional improvement.
- (2) The courses will help the faculty member to develop new skills emerging from changing occupational as well as other subject matter concepts related to the staff members' assignments.
- (3) The courses may serve to prepare personnel for new responsibilities to which they may be assigned.
- (4) The courses will be of benefit to the Division of Vocational-Technical Schools and particularly to the students in the Vocational-Technical schools.

- (c)
- (1) Tuition shall be reimbursed up to nine (9) credits or 135 clock hours for skilled trade programs per fiscal year at the rate of one hundred percent (100%) for courses taken within the State's higher education system.
  - (2) Tuition reimbursement is applied only to tuition and does not include fees of any kind, textbooks or other incidental expenses. In the case of skilled trade programs, reimbursement is applied only to the cost of the program, and does not include transportation, meals or lodging.
  - (3) Tuition reimbursement shall not exceed 100% of the per credit cost at the University of Connecticut.
  - (4) Courses taken outside the State's higher education system are reimbursable at the actual cost, not to exceed the amount in (3).

- (5) Skilled Trade programs will be reimbursed at the rate of \$7.00 per clock hour up to the maximum of 135 clock hours.
- (d) Funds will be allotted in the following order of priority:
- Priority A. To enable the faculty members to meet certification requirements.
- Priority B. To teachers seeking a baccalaureate degree in Vocational Education and to enable trade instructors to take specialized training programs.
- Priority C. For specialized programs which will enable the Division to overcome shortages, as well as:
- (1) To develop new teaching techniques.
  - (2) To prepare persons to become certified in areas such as remediation, working with handicapped and disadvantaged, and other concerns approved by the Associate Commissioner.
  - (3) To prepare instructors for certification in guidance.
  - (4) To encourage faculty members interested in supervision and administration in Vocational Education.
  - (5) To encourage advanced degrees in education.
  - (6) To allow audits or general courses with no specific program of studies if approved by the Associate Commissioner.
- (e) Requests to take reimbursable courses must be endorsed by the Superintendent or his/her designee prior to enrollment in the course. Requests received up to two (2) weeks after enrollment may be considered subject to availability of funds.
- (f) (1) Faculty members shall be reimbursed upon successful completion of a course and upon submission of a voucher, transcript of grade(s),

and an itemized receipt from the college, showing the amount paid for tuition to the institution. Successful completion of a course means a grade of C or better. In cases where courses are taken outside of learning institutions (such as colleges, universities, etc.), an affidavit from the institution where the staff member has completed the course shall be attached to the tuition reimbursement request.

- (2) The tuition waivers with the Connecticut State College System to meet shop and related certification standards shall continue to be available to employees so long as the program is 100% federally funded. The Department shall provide adequate notice of the procedures to obtain such tuition waivers.
- (3) This subsection constitutes a grandfathering of the tuition waiver concept to this program, but shall not limit enrollment in this program.

#### Section Two. Professional Development Leave.

Leave without loss of pay plus paid expenses pursuant to existing State regulations will be provided by the Department for visiting other schools, attending workshops, institutes or conferences approved by the Department in advance. Requests for approval for out of state trips should be made three (3) weeks in advance.

### ARTICLE 6

#### WORKING CONDITIONS

##### Section One. Work Year.

- (a) (1) The work year for personnel covered by this Agreement shall begin on the date established by the individual vocational-technical schools and shall not be more than seven (7) calendar days prior to Labor Day and shall end no later than June 30.
- (2) The work year for the PNEP Instructors normally shall fall between the dates established in (1) above, unless a clinical provider requires that a clinical experience be scheduled after June 30. If a clinical experience is scheduled after June 30, the following restrictions shall apply:

- (a) No Instructors shall be required to work during both July and August.
- (b) The employer shall make every effort to arrange summer staffing through mutually acceptable arrangements between Instructors and the School Director.

Normally PNEP Instructors shall work 184 days. If work in excess of 184 days is required, payment shall be at the rate of 1/184 of the Instructor's annual salary. Further, no PNEP Instructor shall be required to work more than twenty-two days in excess of 184 in the twelve month period from the beginning date of one school year to the beginning date of next, and not more than ten (10) of those days may be scheduled within the normal work year established in (1) above.

Notwithstanding the above, the parties recognize that the current work schedule and organization of the PNE Program is in need of review, and that it is in the mutual interest of the parties that such review include representation from within the PNE Program. Therefore, during the life of this Agreement, if the Board desires to change the work schedule or to significantly modify the organization of the PNE Program, notice shall be given to the Union. Upon demand the Board will negotiate to the full extent required by law the impact of any contemplated changes on bargaining unit members in the PNE Program. Preparation time, administrative time, work assignments, work year including "non-traditional days", and work day shall be appropriate topics for discussion. Compensation shall not be subject to negotiations unless the Board seeks to extend the work year beyond 184 days, or the work day beyond 7 1/4 hours. The ground rules covering the negotiations for this Agreement shall apply in regard to composition of the negotiating teams and release time, unless modified by mutual agreement. The parties agree to make every reasonable effort to conclude negotiations within ninety (90) days of notice from the Board. If no agreement is reached, the Board may implement the proposed schedule or organizational change or modification thereof which may have resulted from

negotiations. The Union may submit directly to arbitration the reasonableness of any such change, in accordance with Article 21 of the agreement.

- (3) The work year for employees in programs operated through the Extension Fund will be set by management in accordance with the needs of the programs and the students. Any days worked in excess of 184 will be paid at the rate of 1/184 of employee's annual salary.
- (b) New personnel may be required to attend three (3) days of orientation normally scheduled immediately prior to the beginning of the school year, in addition to the work year described in (c) below.
- (c) The number of days in the work year shall be not more than one hundred eighty-four (184) days which shall include:
  - (1) one hundred eighty-two (182) teaching days;
  - (2) two (2) additional days scheduled on the school calendar.
- (d) Employees who worked in the previous school year for less than the full school year may be requested to attend orientation sessions required only for newly hired instructors. Instructors employed for ninety (90) school days in the previous school year shall not be required to attend more than two days of orientation.
- (e) Legal days will count as full days for the purpose of calculating the employee work year.
- (f) Nurse Instructors who are required to teach on work days commencing after 12:00 p.m. shall be paid a night shift differential of \$.54 per hour.

#### Section Two. Workday.

- (a) (1) The workday shall consist of seven and one-quarter hours, scheduled beginning not earlier than 7:30 a.m. and ending not later than 3:00 p.m., except as otherwise provided in this Section. The workday for an Instructor shall be consistent throughout the school year unless altered by agreement of the individual

Instructor. Where an Instructor(s) is/are required to report before the start of the regular school day, volunteers shall be sought first. If there are insufficient volunteers, coverage assignments shall be distributed as equitably as possible among all Instructors at the school over the course of the school year.

- (2) The standard workday may be varied for instructors who are not part of the regular Secondary School and Post Graduate Programs (such as PNEP, PTX and programs operated through the Extension Fund), after a meeting and discussion between the affected Instructors and the Directors. The hours worked shall not exceed those required in Section 2(a)(1) above. The standard workday also may be varied for employees assigned to satellites, in accordance with current practice.
- (3) If the Board seeks to establish a new academic program which deviates from the hours outlined in (a) (1) above, this Section shall be reopened for negotiations. Impasse in such negotiations shall be resolved by binding interest arbitration pursuant to Public Act 86-411.

- (b) The official school calendar shall provide a minimum of two (2) legal days, at least one of which shall be the day before Thanksgiving or the day before Christmas. If the day before Thanksgiving and the day before Christmas fall in different cycles, both shall be legal days.

On these days, the Instructors' workday shall ordinarily end at the conclusion of two hundred and forty (240) minutes of actual student instruction. However, in the event no transportation is available at this time, the day may extend until 1:00 p.m.

On legal days other than the two mandated by this section, Instructors may be required to stay until 3:00 p.m. for orientation, staff meetings, professional development, student assistance, parent appointments or other professional responsibilities. The present practice shall continue with respect to evening events.

With the prior agreement of the Director and the Building Representatives as well as the agreement of the Union President and the Superintendent or their designees, an additional schedule modification may occur on days when there is an evening or weekend activity. For example, if there were an evening graduation on a Thursday that would normally cause an early closing and return in the evening, by mutual agreement, teachers could work a full day Thursday and return for the evening graduation, and take a legal day on Friday.

- (c) In the event of inclement weather or other emergencies declared by the Director requiring a late opening, instructors will be required to report to work fifteen (15) minutes before the starting time for students.
- (d) In the event of inclement weather or other emergencies declared by the Director requiring early dismissals, instructors shall be permitted to leave not later than fifteen (15) minutes after the students are dismissed. Instructors may be permitted to leave earlier than fifteen (15) minutes after the students are dismissed, provided the needs of the school are met.
- (e) All employees may be required to remain beyond the normal work day because of student appointments or assistance, or for parent appointments. Whenever practical, twenty-four hour notice shall be provided to instructors for these meetings.
- (f) Employees may be required to remain beyond the normal work day to attend staff meetings. Normally, there shall not be more than ten (10) staff meetings per year called by the Director which extend beyond the normal work day.

Meetings which extend beyond the normal work day shall not require an employee to be in attendance for more than fifty (50) minutes beyond the normal school day for students.

The limitation on the number of staff meetings in this section applies only to staff meetings which extend beyond the normal work day, and not to staff meetings which occur between the end of the student day and the end of the normal work day for teachers.



School Directors shall provide twenty-four (24) hour notice of staff meetings, except in case of emergency.

Section Three. Preparation Time, Unassigned or Administrative Time.

- (a) (1) Instructors shall be allowed to leave the building during preparation time for professional purposes only with the permission of the Director or his/her designee. It is understood that sign out sheets will continue to be used.
- (2) Academic Instructors will receive not less than five (5) periods of preparation time per week at least the length of the regular pupil period. Not more than one (1) day per week will any teacher be without a preparation period, (such time to be granted prior to the end of the students' official day).
- (3) Trade Instructors will be granted not less than three (3) preparation periods per week at least the length of the regular pupil period (such time to be granted prior to the end of the students' official day).
- (4) In lieu of additional preparation time, each Trade Instructor and Trade Department Head shall receive a differential of \$497 for the school year.

For those employees who work less than a full school year, the differential shall be prorated based on the number of days worked.

The differential shall be paid at the end of the school year, except that employees who terminate prior to the end of the school year shall receive prorated payment at the time of termination.

- (b) All time during the work day in which an Instructor is not assigned to a teaching or preparation period shall be considered administrative time during which the instructor may be assigned to duties at the discretion of the School Director. The Instructor will determine how best to use unassigned administrative time for professional purposes.

- (c) Each employee shall have a continuous twenty (20) minute duty-free lunch period with no interruptions, except those employees on outside production jobs. Effective beginning in the 1990-91 school year, those employees on outside production jobs who are required to have lunch at the production site more than twenty (20) times per year shall be paid a stipend of \$250. An employee who is required to have lunch at the production site shall be granted permission to sign out twenty (20) minutes prior to the end of official workday on any day when he/she is required to have lunch at the production site, provided he/she has no other obligations.

Instructors shall be granted a ten (10) minute duty-free morning break.

- (d) An instructor will not be required to teach more than two (2) subjects (subjects are: English, Social Studies, Science, Mathematics, Physical Education, Blue Print Reading) or have more than three (3) preparations (a preparation is defined as a different subject or a different grade level within a subject or a different course within a subject; for example, General Science, Earth Science, Physics, and Biology) in any one (1) week. In accordance with the present practice, this Article does not apply to Special Education Instructors. Notwithstanding the above, efforts shall be made to minimize the number of different preparations.

#### Section Four.

The office in each Vocational-Technical School shall be open and a staff member present during open house evenings.

#### Section Five.

- (a) The employer shall make a good faith effort to notify employees whose assignments for the coming year will be changed by August 1. Except in cases of emergency, notice will be given at least two (2) weeks before school opens.

- (b) A teacher shall be given written notice of a change in the school to which he/she is assigned. Other information concerning teaching assignments, schedules, grades and subjects shall be provided by the school, normally within the first two (2) weeks of the school year.
- (c) Administrators shall solicit input from teachers on their teaching assignments and schedules for the coming year.

## ARTICLE 7

### PUPIL LOAD, CLASS COVERAGE

#### Section One. Pupil Load.

Whenever practical, the Department shall assign pupils to shops and classrooms in accordance with the following:

- (a) The pupil load assigned to a shop shall not exceed twenty-two (22) per instructor, during the exploratory cycle. The pupil load assigned to a shop, for grades 10, 11 and 12, shall not exceed:

20 per instructor for the 1989-90 school year,  
19 per instructor for the 1990-91 school year,  
18 per instructor for the 1991-92 school year,

provided, however, that there may be up to 19 exemptions to the above limit in 1990-91 and 39 to the above limit in 1991-92 which exemptions shall sunset upon the expiration of this Agreement.

- (b) The pupil load assigned to a science laboratory or related and academic classes shall not exceed the following per instructor:

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Grade 9	30	30	30
Grade 10	30	29	28
Grade 11	27	26	25
Grade 12	27	26	25

- (c) In no event will the Department be required to assign a pupil load of less than nine (9) per instructor in a shop or thirteen (13) per instructor in a class. Implementation of this subsection may require exceeding the maximums in subsections (a) and (b) of

this Section. Both sides will cooperate (including negotiating) in dealing with situations arising under this subsection.

- (d) The pupil load assigned to the reading program or remedial program shall not exceed sixteen (16) per instructor. Special Education and remedial reading may require smaller classes.
- (e) The Board will attempt to comply with State approved guidelines with respect to the ratio of guidance counselors (including 2/3 of the guidance coordinator for this purpose) by including a request for such position in its budget. Failure by the Office of Policy and Management to approve such request shall not be deemed a violation of this Agreement.
- (f) The criteria hereunder are designed solely for the current traditional classroom and current programming.
- (g) A Professional Health and Safety Committee will be established composed of three (3) members appointed by the Superintendent, and three (3) members appointed by the President of the Union. The Committee will study the size and working environment of up to twenty (20) shops and science laboratories in proportion to student load and may recommend changes at each school to promote safety and health for the students and teachers of the system. The Committee shall have at its disposal any reasonable resources as may be required to perform its functions. The Committee shall meet at such times and places as may be appropriate. The Board and the Union confirm their good faith commitment to use the Professional Health and Safety Committee as a vehicle to study this issue and make recommendations in a written report to the Superintendent.

The Committee also shall review any case of a science laboratory in which the number of students assigned exceeds the number of stations, and shall recommend an appropriate remedy to the Superintendent.

#### Section Two. Class Coverage.

- (a) In the event an employee with classroom or shop responsibilities is absent, the Board will provide coverage for that classroom or shop in the following order of priority:

- (1) Substitute (except in cases where less than a full day is involved);
- (2) If no substitute is available, an employee on administrative time;
- (3) If no employee on administrative time is available, an employee on preparation time to be paid at the rate of 1/5th of the substitute's daily rate. Involuntary assignments of employees on preparation time will be rotated as equitably as practical. No employee will be required to give up more than one (1) preparation period in any week.
- (4) If coverage cannot be accomplished under (1), (2), or (3), employees in a multiple-person shop shall be required to cover for the absent employee. In a two-person shop, the covering employee will be paid at the rate per period set forth in (3) providing that the employee is instructing at least four (4) students more than he/she is normally responsible for and that there are a total of at least ten (10) students. In a multiple-person shop, the first full day of such coverage during a school year will be uncompensated. Thereafter during a school year, the covering employee (or covering employees pro-rata) will be paid at the rate per period set forth in (3).

The changes in this Subsection shall be effective in the 1990-91 school year.

- (b) Guidance counselors and coordinators shall not be assigned coverage.
- (c) Class coverage is not intended to be provided on a day when student attendance is substantially reduced because of inclement weather.
- (d) The provisions of this Article are not intended to prevent the Department from combining classes in lieu of class coverage, as for example, in a lecture hall, gymnasium or cafeteria, or from using aides or other persons not in the bargaining unit to provide such coverage.

(e) Single - Instructor Shops.

It is the philosophy of the Board to utilize two (2) instructors in shop classes that are currently one (1) instructor departments, whenever it is possible to do so. When possible and practicable, coverage will be provided for those students not participating in a regularly scheduled theory lesson. Such coverage will not extend beyond any normal theory period.

ARTICLE 9

PERSONNEL FILES

Section One.

- (a) The official personnel file on each employee is the file maintained under the supervision of the Personnel Director. (Such files are currently maintained in Hartford.) The official school file on each employee is the file maintained under the supervision of the School Director. (Such files are usually kept in the school's business office.)
- (1) No new material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had the opportunity to read the material. The employee must acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. If the employee refuses to sign, the building representative shall sign.
- (2) The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy. No rebutted material shall be used as the basis for any subsequent adverse personnel action unless the rebuttal has been placed in the file on or about the time of its receipt by the administrator. If any material of a derogatory nature is found to be without merit or unfounded, it shall be immediately removed from said file(s) and shall not be used in any subsequent actions or proceedings against the employee.

- (3) Upon request, an employee shall be permitted to examine his/her own official personnel file in the presence of the Personnel Director or his/her designee. The employee shall be permitted to examine his/her school file in the presence of the Director or his/her designee.
- (4) No anonymous letters or materials shall be placed in the employee's file.
- (5) Upon a written request from the affected employee, material of a derogatory nature shall be removed from the employee's personnel file after three (3) years of the initial filing date if the conduct or the condition was remedied during the three-year period. Confidential information shall consist of: evaluations, written reprimands, suspensions or derogatory information.

Material removed from the file under this provision may be used to rebut an employee's claim concerning his/her record of evaluations or discipline.

- (b) The employee shall be permitted to reproduce any material in his/her file. An employee shall be allowed ten (10) sheets photocopied without charge during any contract year. Excess sheets will be charged at twenty-five cents (25¢) per sheet.
- (c) An employee may grieve non-evaluation material placed in his/her personnel file; however, no such grievance shall be arbitrable unless such material is merged into an unsatisfactory evaluation or into a disciplinary proceeding.
- (d) This Article shall not prohibit administrators from maintaining written notes or records of an employee's performance separate from the personnel file for the purpose of preparing evaluations and/or service ratings or possible disciplinary action. However, should these records contain derogatory material, they shall not be used in any subsequent adverse personnel action unless the employee has received some form of written communication concerning the underlying problem in a timely fashion, normally within five (5) working days, relative to its recording.

- (e) Administrators shall be encouraged to place in the employee's file information of a positive nature, including any such material received from outside competent and responsible sources, indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.
- (f) No documents, communications and records relative to the processing of a grievance will be filed in the personnel file.

#### Section Two.

A record of access shall be maintained by the Department or by the individual school, and shall be provided to the employee when he/she examines his/her file. This shall apply in cases where access has been granted to other governmental agencies or individuals not employed by the State Board of Education, and the employee shall be notified within two (2) days of the granting of the request for access; record of access and notification shall also apply when any individual employed by the State Board of Education is granted access and such individual does not normally have need to access school files or personnel files in the course of performing his/her duties. Routine access by the auditors of public accounts shall not require record or notification. Notwithstanding the above, a record of access to the file by State officials in the Departments of Education or Personnel and Labor Relations shall not be disclosed to an employee in the case of an ongoing, uncompleted investigation:

- (a) criminal
- (b) disciplinary prior to any investigative interview or
- (c) concerning a question of fitness,

nor shall the employee be notified of access by other governmental agencies in the case of an ongoing, uncompleted criminal investigation.



## ARTICLE 10

### FACILITIES. SECURITY AND SAFETY

#### Section One.

Each school or satellite shall continue to maintain, to the extent provided in the past:

- (a) Faculty lounge space;
- (b) Faculty rest rooms separate from students;
- (c) Duplicating and typing facilities;
- (d) Furnishings and furniture properly maintained;
- (e) A desk, clothing locker, and safe and secure storage space for materials and supplies for each employee;
- (f) Parking facilities;
- (g) Security for employees.
- (h) The school system will continue to work toward ensuring that systems exist whereby teachers can effectively and expeditiously communicate with the main office in the event of an emergency. Problems in this area shall be an appropriate item for action by the labor-management committee.

#### Section Two.

The Department will attempt to correct deficiencies or inadequacies with respect to equipment, supplies and materials provided to shops or academic or related classes to the extent that such matters are called to the Department's attention by bargaining unit employees. Said deficiencies or inadequacies shall not by themselves be used against employees in the performance evaluation process.

#### Section Three.

Employees are not expected to work as custodians, maintenance personnel or security personnel outside of learning situations except in case of an urgent, unforeseen situation requiring immediate action.

No employee who is assigned to supervisory duties outside the school building is expected to physically intervene in a confrontation or to physically confront non-students.

#### Section Four.

COSHA regulations shall be adhered to by the Board. All safety equipment and corrective measures required by COSHA shall be provided by the Board. In so complying the Board will make every good faith effort to maintain instructional programs.

#### Section Five.

Claims for damaged property shall be made to the Connecticut Claims Commission in the manner prescribed by law. The address of the Claims Commission may be obtained from the Personnel Director.

### ARTICLE 11

#### VACANCIES

##### Section One. Transfer List.

- (a) The parties agree to implement a transfer list on a trial basis effective at the start of the 1990-1991 school year unless another date is mutually agreed upon. The transfer list shall be maintained by the Superintendent's office. Any employee who wishes to be considered for transfer from one school to another shall submit an application to be placed on the transfer list to the office of the Superintendent. The application shall contain the employee's name, current teaching assignment and such other information as the Superintendent may designate. The employee seeking to be placed on the transfer list shall designate the particular school(s) and rank(s) to which he/she would accept a transfer.
- (b) An employee may be placed on the list or withdraw from the list at any time.
- (c) Prior to posting a vacancy, or to making an administrative transfer, management shall grant the request of an employee from the transfer list who has indicated an interest in the available assignment and who is otherwise entitled to selection.
- (d) The provisions of this section shall sunset at the end of the 1991-1992 school year.

## Section Two. Posting.

- (a) When management decides to fill a newly created position or other vacancy, and such vacancy has not been filled by someone on the transfer list, or by administrative transfer, the opening shall be posted for fifteen (15) days.
- (b) The Union president shall be sent a copy and bargaining unit employees will receive notice in the following manner:
  - (1) during the school year - via the employee's mailbox;
  - (2) during the summer recess - included with the employee's paycheck.
- (c) All postings will include subject or trade area, location and the deadline and procedure for applications.

## Section Three. Application.

- (a) In order to be considered, interested employees must apply in writing by the application deadline.
- (b) Employees who have on their last formal evaluation received an unsatisfactory rating may apply and be considered but shall not have any preference based on seniority or bargaining unit status.
- (c) An employee who has applied for and been granted a lateral transfer shall not have any preference based on seniority or bargaining unit status if he or she applies for a position which is to be filled effective within two years of such lateral transfer.
- (d) The restrictions on transfer set forth in subsections (b) and (c) above shall apply both to applications for posted vacancies and to applicants on the transfer list.

## Section Four. Selection.

- (a) Instructors. The most senior Instructor who is certified and currently teaching in the subject or trade area designated on the posting shall be transferred. If no such Instructor applies, the most senior Instructor who is certified and has taught

(within the last five years) in the system in the subject or trade area designated on the posting shall be offered the transfer.

The phrase "taught (within the last five years)" will be interpreted to mean six months of full-time teaching experience or its part-time equivalent. Part-time experience which occurred prior to August 11, 1988 shall not count as qualifying experience; part-time experience after August 11, 1988 shall count as qualifying experience on a pro-rata basis.

- (b) Academic/Guidance Department Heads. A vacancy in a Department Head position may be filled by transfer pursuant to (1) below or promotion pursuant to (2) below. However, an Instructor may be promoted into a Department Head position only if he or she has more seniority than a Department Head applying for transfer pursuant to (1) below.
- (1) The most senior Department Head who has satisfactorily completed the Department Head probationary period and is currently assigned in the academic/guidance area designated on the posting shall be offered the transfer unless a more senior employee is promoted pursuant to (2) below.
  - (2) Related and General Education Instructors, and counselors promoted to Department Heads will be promoted based on consideration of their experience (inside and outside the Division), achievements and educational attainment. When the above considerations are equal, seniority will be the determining factor. Disputes over this subsection are grievable but not arbitrable.
  - (3) The mechanism for selecting applicants under this subsection shall be reviewed by a committee with representatives of the Board and the Union. The process currently used shall be changed as recommended by the committee. It shall include, but not be limited to a review of resumes and an interview, and shall be aimed at identifying the best candidates. Selection shall be from the top 3 candidates or as otherwise agreed by the committee. If the committee cannot agree on the process, the parties shall submit any outstanding issues to expedited arbitration. The process shall be changed as soon as possible following the start of the 1990-1991 school year.

Once the process is agreed upon, selection shall not be subject to the grievance and arbitration provisions of this agreement, except that a grievance limited to a claim that the process has not been properly followed may be brought under Article 21, Section One (a) (2) of the contract.

(c) Trade Department Heads.

The most senior Department Head who has satisfactorily completed the Department Head probationary period and is currently assigned in the trade area designated on the posting shall be offered the transfer unless a more senior trade Instructor currently teaching in that trade area is equally qualified based on consideration of experience (inside and outside the Division), trade achievements and educational attainment. Disputes over this subsection are grievable but not arbitrable.

If no Department Head applies, the most senior Instructor currently teaching in the trade area designated in the posting shall be promoted.

- (d) Qualified applicants from within the system shall be given preference for promotion to Department Head before outsiders are considered except where in conflict with affirmative action goals of the agency.
- (e) An applicant for promotion who does not receive the requested promotion shall, upon written request, receive written notice of the reasons.
- (f) This Section shall be reopened in the event that the Commission on Human Rights and Opportunities issues a certificate of noncompliance pursuant to Section 46a-68-67 of the Regulations of Connecticut State Agencies or issues a complaint pursuant to Section 46a-68-71. If the parties cannot reach agreement, their dispute shall be subject to binding interest arbitration pursuant to Public Act 86-411.
- (g) Under no circumstances may a junior employee grieve the selection of a senior employee.
- (h) Durational employees who have been employed for less than eighteen (18) calendar months may apply for vacancies but shall have no entitlement over outside applicants. Durational employees who have been

continuously employed eighteen calendar months or more may apply for vacancies and shall have the same entitlement as if they were originally hired into a permanent position. Such employees shall have entitlement over outside hires. Upon appointment to a permanent position, time spent as a durational employee shall count for seniority; such time shall also count for tenure up to a maximum of eighteen months.

Regularly scheduled part-time employees paid on an hourly basis and employed in the regular day program shall have the same bidding entitlement as durational employees, except on a pro rata basis.

The provisions of this subsection shall become effective upon implementation of the contract.

#### Section Five. Effective Date of Transfer or Promotion.

There shall be no transfer or promotion after October 1 of a school year. Vacancies that occur shall be posted and the application and selection process above completed. However, the effective date of the transfer or promotion shall be the beginning of the next school year.

The Superintendent, in his discretion, may authorize exceptions to this provision to meet the needs of the school system.

#### Section Six. Probation.

- (a) An Instructor who is promoted to Department Head shall serve a two (2) year probationary period. Failure to perform satisfactorily during the probationary period shall result in reassignment to an instructor position.
- (b) Nothing in this article shall be construed as superseding the requirement that all new employees must serve a three (3) year probationary period.

### ARTICLE 12

#### LAYOFF AND RECALL

##### Section One.

A layoff is defined as the involuntary, non-disciplinary separation of an employee from State service because of lack of work or other economic or statutory necessity.

## Section Two.

Seniority shall be defined as continuous service from date of original appointment to a full-time bargaining unit classification regardless of teaching assignment. All leaves of absence will be used in computing the length of service.

## Section Three. Department Heads.

- (a) In the event of a layoff, employees shall be laid off in the employee's current Department Head assignment in order of inverse seniority (as defined in Section Two).
- (b) The laid off Department Head shall be entitled to exercise his/her seniority rights and displace the most junior Department Head within his/her current Department Head assignment.
- (c) In the alternative, Department Heads may elect to bump:
  - (1) the least senior V.S. Instructor in the system in his/her current teaching assignment providing the Department Head has greater seniority than the Instructor; or
  - (2) in the event that the Department Head is certified and has taught in a second area while employed by the V. T. System, the least senior V. S. Instructor in the system in that second area providing the Department Head has greater seniority than the Instructor.

## Section Four. Instructors.

- (a) In the event of a layoff, employees shall be laid off in order of inverse seniority (as defined in Section Two) in the employee's current teaching assignment.
- (b) The laid off employee shall be entitled to exercise his/her seniority rights and displace the most junior employee within his/her current teaching assignment or in the event that the employee is certified and has taught in a second area while employed by the V.T. System that employee may bump the most junior employee in that second area.

#### Section Five.

Prior to a layoff an affected employee shall be offered a transfer to any vacancies for which he/she is certified.

Transfers under this Article shall be given priority over any other transfer procedures in the Division.

#### Section Six. Recall Procedures.

The senior employee laid off shall be recalled first to fill any vacancy for which he/she is certified.

Recall rights shall be retained for two (2) years from the effective date of the layoff unless sooner terminated by the rejection of a recall offer within a thirty-five (35) mile radius of his/her home.

#### Section Seven.

The Board shall not hire from the outside to fill a vacancy in a certification for which there is a teacher who elects to exercise recall rights.

#### Section Eight.

An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to State service on a permanent basis within two (2) years of the date of layoff.

#### Section Nine.

Nonrenewals of non-tenured teachers shall not be considered layoffs under this Section.

#### Section Ten.

If, at the time of layoff, an employee is serving in a special assignment or "acting" capacity, for purposes of this Article, that employee's "current assignment" shall be considered his/her most recently held regular Department Head or Instructor assignment.



## ARTICLE 13

### DISMISSAL, SUSPENSION OR OTHER DISCIPLINE

#### Section One.

Tenured employees and non-tenured employees with more than one (1) year of service shall not be dismissed, suspended or disciplined except for just cause. Arbitration shall be the exclusive procedure for resolving disputes over dismissals or suspensions under this Article and shall supersede any pre-existing procedure, including the procedure specified in Chapter 166, Section 10-151 of the Connecticut General Statutes. The Arbitrator shall have the right to reinstate employees, award back pay, and issue other appropriate remedial orders within the scope of this Agreement.

#### Section Two.

Employees with less than one (1) year of service may grieve discipline under Article 21 based on a claim of inequitable treatment.

#### Section Three.

Whenever it becomes necessary to discipline an individual employee, the School Director shall undertake said talks in private.

#### Section Four.

After a management decision is made to impose dismissal or suspension, the Superintendent or his/her designee may elect to informally discuss the contemplated discipline with the Union prior to its implementation. If the Superintendent or his/her designee so elects, the Union shall be so notified and up to seven (7) calendar days shall be allowed for informal discussion of the matter.

## ARTICLE 14

### ADMINISTRATIVE TRANSFER

#### Section One.

- (a) An administrative transfer is an involuntary transfer from one school to another school.

- (b) When an administrative transfer becomes necessary, an affected employee who makes a written request shall be granted a meeting with the Personnel Director to discuss the transfer.
- (c) Notice of administrative transfer shall be given to employees and the Union at least thirty (30) days prior to the effective date of the transfer. For transfers to begin at the commencement of a new school year, notice will be given by May 15 where possible and practicable.
- (d) The Board agrees that administrative transfers are not to be used as disciplinary measures.
- (e) An Instructor administratively transferred shall not be required to move to a school more than fifty-five (55) miles from his present school.
- (f) The rank held by a teacher shall be a relevant consideration when making administrative transfers.

#### Section Two.

When an administrative transfer from a subject area, shop or specialist function is caused by a decline in pupil enrollment, the Board will first seek qualified volunteers before an employee is administratively transferred. All administratively transferred employees shall have the right to return to the original positions in the reverse order of transfer from any such original position.

### ARTICLE 15

#### NONRENEWAL

##### Section One. Nonrenewal of a Non-tenured Employee's Contract.

Written notice of nonrenewal of a non-tenured employee's contract will be sent not later than April 1, provided, however, that in the third year notice of nonrenewal may be sent at a later date if the employee has not completed twenty-seven (27) months of service for tenure purposes by April 1. Such employee shall be given notice of nonrenewal not later than the beginning of the twenty-eight (28th) month of service for purposes of tenure, as provided in Appendix G. Such employee may, upon written request filed with the Superintendent within ten (10) days after receipt of such notice, be entitled to a hearing before the Board's designee,

who will be the Commissioner, Deputy Commissioner, Division Director or Superintendent. The hearing will be held within fifteen (15) days of such request. The employee will have the right to appear with counsel of his/her choice at such hearing or with a Union representative. Nothing shall prevent the Board and the employee from agreeing to a hearing before an impartial hearing panel established and conducted in accordance with the provisions of Connecticut General Statutes §10-151(c) without the right to appeal provided in Connecticut General Statutes §10-151(f).

## ARTICLE 16

### IEP DEVELOPMENT AND PPT CONFERENCES

#### Section One.

Employees required to develop IEPs or participate in PPT conferences during the work day shall not be compensated therefore except that employees losing preparation periods for PPT conferences shall receive a compensatory preparation period.

#### Section Two.

PPT meetings will not be scheduled outside the regular workday except with the approval of the Director.

#### Section Three.

When PPT conferences are scheduled in the afternoon, the following will apply:

(a) Afternoon conferences:

- (1) The first half-hour after the end of the normal instructor workday will be a grace period with no compensation therefor.
- (2) Thereafter, employees will receive:
  - (a) for the first full half-hour, \$4.00 in 1989-90 and thereafter one-tenth of the daily substitute rate;
  - (b) for each full fifteen-minute period after the first full half-hour, \$2.00 in 1989-90 and thereafter one-twentieth of the daily substitute rate.

(b) Evening Conferences:

- (1) For conferences convening after 5:00 P.M., employees will be paid at the following rate per meeting, normally scheduled for two (2) hours:
  - (a) \$16.00 in 1989-90;
  - (b) thereafter two-fifths of the daily substitute rate.
- (2) Notwithstanding any contrary provisions of this Section, the Department, in its sole option, may provide compensatory time off in lieu of cash. For this purpose, evening sessions shall be considered two (2) hour sessions.

Section Four.

Employees will be given twenty-four (24) hours notice of PPT conferences, except in case of emergency.

ARTICLE 17

GUIDANCE COUNSELORS AND COORDINATORS

Section One.

The Department may extend the work year for guidance counselors and coordinators for up to an additional thirty-six (36) scheduled workdays during a twelve (12) month year, usually up to eighteen (18) workdays at the beginning and eighteen (18) workdays at the end of the summer recess. Such additional days will be scheduled by the School Director after consultation with the guidance coordinator or counselor. For each such workday, a guidance person will be paid the employee's per diem rate.

Section Two. Workday.

The workday for guidance counselors and guidance coordinators will be the same length as regular instructors. It will not be divided up into periods. Guidance counselors and coordinators will have the same amount of unassigned administrative time and preparation time as other academic personnel, but will be expected to self-activate whenever professional performance requires.

### Section Three.

Clerical personnel shall continue to provide services to the Guidance Department.

## ARTICLE 18

### LIBRARY/MEDIA SPECIALISTS

#### Section One.

Library/Media Specialists shall not be required to cover more than one (1) study period per day and shall not be assigned to cover a class for an absent teacher except in situations when no other teacher is available. Effective in 1990-91, Library/Media Specialists shall be considered Department Heads, provided this shall not apply to more than one Library/Media Specialist per school.

## ARTICLE 19

### DEPARTMENT HEADS

#### Section One.

All Department Heads will have the normal allocated preparation time for employees in trade areas or in academic areas. The Department will continue to provide coordination time to Department Heads.

#### Section Two.

Clerical personnel shall provide services to Department Heads.

#### Section Three.

An employee temporarily assigned in writing by the Director to serve as Department Head shall, commencing with the fifteenth consecutive workday, retroactive to the first workday, be paid the Department Head rate.

## ARTICLE 20

### SUMMER SCHOOL, NIGHT SCHOOL, SPECIAL PROGRAMS AND EXTRACURRICULAR ACTIVITIES

#### Section One.

Summer school and special program positions shall be posted annually. Other positions shall be posted only when a vacancy is available due to the resignation, non-renewal or discharge of the incumbent. In general, vacancies occurring in these programs shall be posted by the end of May.

- (a) Vacancies in the programs will be posted at the school at which they occur and will be announced in V.T. letters.
- (b) The posting will include a list of positions, qualifications, and the procedure for applying.
- (c) These positions will be filled, if possible, from applicants within each school.
- (d) Only where no full-time bargaining unit members apply will the Board appoint a non-bargaining unit candidate.

An incumbent in a summer school, night school, special program or extra-curricular activity may be removed during the term of an appointment for cause. The failure to rehire or renew the appointment of an incumbent in one of these positions for the next term shall not require cause provided that the reason for removal is neither arbitrary nor capricious and notice of non-renewal is given no later than thirty (30) days following the end of the program.

#### Section Two.

When qualifications among candidates are relatively equal, seniority shall be the determining factor. Under no circumstances may a junior employee grieve the selection of a senior employee.

#### Section Three.

Only candidates certified or qualified for a particular position shall be hired.

#### Section Four.

Nothing in this Article shall require the Board to maintain these positions.

## ARTICLE 21

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section One.

- (a) A Grievance is defined as a complaint that:
  - (1) There has been a violation, misinterpretation or improper application of a specific provision(s) of the Agreement; or
  - (2) An employee has been treated unfairly and/or inequitably by reason of an act or condition which is contrary to established policy or practice governing or affecting employees.
- (b) A Grievant shall mean either:
  - (1) An individual employee:
  - (2) A group of employees having the same grievance; or
  - (3) The Union.
- (c) The term "days" where used in the Article shall mean calendar days, including Saturdays, Sundays and holidays.

#### Section Two.

The written grievance shall set forth specifically the act(s) or condition(s) giving rise to the grievance and the remedy sought, and in case of a grievance under Section One (a), the contract provision(s) alleged to have been violated, misinterpreted, or improperly applied.

#### Section Three.

- (a) Prior to lodging any formal grievance, the employee and, if he/she wishes, a Union representative will be encouraged to meet with the School Director or his/her designee to resolve the complaint. A record of such effort shall be incorporated into any subsequent formal grievance in order to establish that a good-faith effort was made by both parties prior to the lodging of a formal grievance.

- (b) These meetings may be scheduled during the school day provided that they do not disrupt either teaching assignments or the educational process.
- (c) All grievances must be processed through the Union as specified below. However, a bargaining unit member may informally discuss any matter in his/her interest with his/her supervisor. This is not to be construed as allowing the individual to bargain in any way with his/her supervisor or the administration.
- (d) Should an employee, in exercising his/her rights under (c) above, reach an understanding or agreement with a supervisor, then the understanding or agreement must be consistent with the provisions of this Agreement. Copies of all grievances, correspondence, responses, and final resolution shall be provided to the Union.

#### Section Four.

- (a) The Union shall be responsible for filing any grievance to the next highest step should the Board or its agents fail to adhere to any time limit described herein.
- (b) Failure by the Union or its agents to appeal a grievance to the next higher step within the described time limit shall constitute a waiver of the grievance.
- (c) These time limits may be extended only by mutual agreement.

#### Section Five. Grievance Procedure.

##### (a) Level 1

A grievance must be filed in the form of written notification to the School Director or the Assistant Director no more than thirty (30) days after the grievant knew or reasonably should have known of the grievance. The grievant and the Union representative shall meet with the School Director or Assistant Director in an attempt to resolve the grievance. A written response shall be provided to the Union by the Director or Assistant Director within ten (10) days of the receipt of the grievance by the Director.



(b) Level 1

If a grievance arises from the action of authority higher than a Director, the Union may present such grievance at Level 2 without going through Level 1 provided a copy of the grievance be provided to the Director at the time of filing.

(c) Level 2

Within ten (10) days after the Director's decision is due, the Union shall have the right to appeal the decision to the Personnel Director. The Personnel Director or his/her designee shall meet with the Union and issue a written response within ten (10) days. A brief statement of the reason or reasons for the denial of the grievance shall be included in the response. This, however, shall not limit the Board's defenses in arbitration.

Section Six. Arbitration.

Within twenty (20) days from the date the decision of the Personnel Director or his/her designee is due, the Union, and not any individual employee(s), may submit the grievance to arbitration, except that an individual employee with tenure or with more than one (1) year of service may submit to arbitration a grievance involving dismissal or suspension in excess of five (5) days.

- (a) Submission to arbitration shall be by letter from the Union to the American Arbitration Association for resolution in accordance with their then current rules. A copy of said letter shall be forwarded to the Superintendent and the Personnel Director.
- (b) The arbitration hearing shall be scheduled at a time and place convenient to the parties and shall be conducted under AAA rules.
- (c) In any case where the evaluative judgment of management is subject to arbitration, the arbitrator shall not substitute his/her judgment unless the Union can show that management acted arbitrarily or capriciously.
- (d) The Arbitrator's decision shall be final and binding on the parties, provided, however, the submission of a question of substantive arbitrability to an Arbitrator in the first instance shall not be deemed an election

or waiver by the State of its right to de novo judicial review over such question. In all other respects the scope of judicial review over arbitrable awards under State law shall not be expanded or diminished by this contract.

- (e) Only disputes over the violation, misinterpretation or improper application of a specific provision or term of this Agreement shall be arbitrable except that among such disputes the following matters shall not be arbitrable:
  - (1) The failure or refusal by the Board to renew the contract of or reappoint a probationary (non-tenured) instructor.
  - (2) Disputes over unsafe working conditions under Article 10, Section Four or unless the State Department of Labor has declined jurisdiction.
  - (3) As limited by Article 9, Section One(c).
  - (4) Disputes over promotions under Article 11, Section Three.
- (f) The Arbitrator will be without power or authority to alter, add to, or subtract from the provisions of this Agreement or to make a decision which is violative of or inconsistent with the terms of this Agreement or applicable law.
- (g) Fees and expenses of the Arbitrator shall be borne equally by the parties. Witnesses and grievants necessary to the proceeding and the Union officer or representative presenting the case shall suffer no loss of pay when called to arbitration hearings. Other expenses shall be borne by the party incurring the expenses.

## ARTICLE 22

### SENIORITY

#### Section One.

The seniority of each employee shall begin on the first day of employment in the bargaining unit. All leaves of absence

will be used in computing the length of service. Time spent in a full time durational position shall count toward seniority upon appointment to a permanent position, provided there is no break in service.

#### Section Two.

Seniority shall be broken when an employee terminates and shall not be restored after a service break. Employees with recall rights are not considered to be terminated under this Section.

#### Section Three.

Employees with the same beginning date of employment shall have their seniority determined by lot.

#### Section Four.

Administrators returning to the bargaining unit shall be considered to have service for the total number of years that individual served in a position in the bargaining unit, including service prior to the advent of collective bargaining.

#### Section Five.

The Board shall prepare a system-wide seniority list and make a copy available to the Union by January 1 of each contract year.

### ARTICLE 23

#### NON-DISCRIMINATION

##### Section One.

The parties herein agree that, as required by law, neither shall discriminate against any employee on the basis of race, color, creed, sex, age, national origin, marital status, lawful political activity or physical handicap.

The parties agree to work jointly to implement positive and aggressive Affirmative Action programs in order to redress the effects of past discrimination, if any, whether intentional or unintentional, to eliminate present discrimination, if any, to prevent further discrimination and to insure equal opportunity in the application of this Agreement.

## ARTICLE 24

### STUDENT DISCIPLINE

#### Section One.

- (a) Directors and other members of the Department's management team will support employees in the administration of student discipline, consistent with Department policies regarding student discipline.
- (b) An employee who has a professional disagreement concerning student discipline in any individual case should consult privately with the Director or other members of the Department's management team outside the scope of the grievance procedure.

## ARTICLE 25

### INDEMNIFICATION

#### Section One.

The Board shall continue to indemnify persons covered by this Agreement to the extent provided by Sections 4-165 and 10-235 of the Connecticut General Statutes.

#### Section Two. Assistance in Assault Cases.

Whenever it is alleged that an assault was committed on or by an employee within the scope of his/her employment, the employee and the Board shall cooperate in the investigation of the incident. The State shall provide an attorney or reimbursement of legal fees and costs in accordance with Connecticut General Statutes Section 10-235.

#### Section Three.

Nursing instructors who direct, supervise, or instruct students who are covered under Connecticut General Statutes Section 10-235 as amended by Public Act 79-63 shall also be considered eligible for indemnification under Connecticut General Statutes Section 10-235.

#### Section Four.

Employees who participate in officially recognized extracurricular activities (approved by the School Director and Student Council) and who drive buses as part of their regular

teaching and/or extracurricular assignments (e.g. production work) are also considered eligible for indemnification under Connecticut General Statutes Section 10-235.

## ARTICLE 26

### LABOR MANAGEMENT COMMITTEE

#### Section One.

Representatives of the parties shall cooperate in meeting periodically at the request of either party to discuss problems of mutual concern, including professional matters and problems of contract administration. Such meetings are not bargaining sessions. Agreements resulting from such meetings shall be reduced to writing, but shall not be considered contract amendments unless signed by the signatories hereto.

#### Section Two.

The Labor Management Committee shall discuss means of providing special attention, supportive help and guidance in classroom techniques to the new teacher.

#### Section Three.

The Labor Management Committee shall discuss the circumstances under which grade(s) entered into a pupil's record may be changed.

## ARTICLE 27

### ACADEMIC FREEDOM

#### Section One.

The Board affirms the belief that teachers must be free to seek the truth and to teach it without hindrance, keeping in mind always the capabilities and maturity of their students. Teachers are encouraged to develop critical thinking and judgment on the part of their students.

## ARTICLE 28

### MISCELLANEOUS

#### Section One.

- (a) The parties will share the cost of printing the Agreement in booklet form by a Union Printer.
- (b) Saving Clause

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force. Such provision(s) shall continue in force during any pending appeal unless such continuation has been enjoined.

## ARTICLE 29

### LEGISLATIVE ACTION

#### Section One.

The cost items contained in this Agreement and the provisions of this Agreement which supersede pre-existing statutes shall not become effective unless or until legislation approval has been granted pursuant to Connecticut General Statutes Section 5-278 as amended by Public Act 86-411. The Board shall request such approval as required by law. If the Legislature rejects such request as a whole, the parties shall return to the bargaining table.

## ARTICLE 30

### SUPERSEDECE

#### Section One.

This Agreement shall be construed as superseding any prior statute, rule, regulation, administrative directive or order directly in conflict therewith, provided, however, when only a part thereof is in conflict with the Agreement, the Agreement shall not be deemed a preemption of the entire subject matter.

## ARTICLE 31

### BARGAINING WAIVER AND EXCEPTIONS

#### Section One.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as noted below, for the duration of this Agreement the Board and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subjects or matters referred to or covered by this Agreement or which may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### Section Two.

Notwithstanding the above, with respect to existing system-wide practices arising on or after July 1, 1977 and not conflicting with this Agreement involving wages, hours, and conditions of employment, prior to implementing any revision, the Board will bargain with the Union.

#### Section Three.

The terms of this Agreement prevail over conflicting policies adopted or maintained by any administrator.

## ARTICLE 32

### NO STRIKES - NO LOCKOUTS

#### Section One.

During the life of this Agreement, neither the Union nor any employee shall engage in any strike or concerted withholding of services. The Union shall use its best efforts to prevent or terminate any violation of this Section. During the life of this Agreement, the employer agrees there shall be no lockout.

## ARTICLE 33

### STABILITY OF THE BARGAINING UNIT

#### Section One.

- (a) The State shall not place substitute teachers into vacant positions except:
  - (1) that substitutes may be utilized during the posting and hiring process to fill said vacant positions and to fill in for employees on approved leaves of absence lasting for less than six (6) months.
  - (2) The State may, when necessary, use substitutes when no qualified (i.e., licensed or certifiable) instructor is available to fill a position.
- (b) The State shall attempt to hire durational employees to fill the positions of people on leaves of absence for longer than six (6) months. Such durational employees shall have a definite starting and ending date and shall be paid in accordance with contract provisions.
- (c) When there is a vacancy which the Board intends to fill, a good faith effort shall be made to complete the selection process within ninety (90) days.

## ARTICLE 34

### CONTRACT COVERAGE

The parties agree that the terms of this Agreement apply only to full-time employees.

Part-time employees, durational employees and substitutes shall be covered by the terms of the Supplemental Agreement which is attached hereto.

## ARTICLE 35

### DURATION

This Agreement is effective July 1, 1989 and shall expire on June 30, 1992.



# MEMORANDUM OF UNDERSTANDING

- (a) The Department does not intend to exceed seven (7) periods per day; however, it may be necessary to increase the length of the periods.
- (b) With respect to Article 4, Section Two of this Agreement, the parties acknowledge that the benefits outlined therein may be modified as a result of negotiations or arbitrations between the State and the Pension Coordinating Committee. Implementation of any change in insurance benefits shall be subject to any applicable ratification processes of the parties, legislative approval if required, and judicial review in the event of either party's challenge to an arbitration award.
- (c) For the 1990-91 and 1991-92 school years, the Board shall provide four on-site professional development programs at each school, for which employees may obtain CEU credit. Each program shall be scheduled for three (3) hours (approximately 1:00 P.M. to 4:00 P.M.) following the completion of a "legal" school day for students. Attendance shall be required, provided that any employee not seeking CEU credit for the program may leave at what would otherwise be the end of the regularly scheduled work day. This agreement shall sunset on June 30, 1992 and shall not establish any base or precedent for future negotiations.

## SUPPLEMENTAL AGREEMENT

### ARTICLE 1

#### RECOGNITION

##### Section One.

The Board recognizes the State Vocational Federation of Teachers, Local 4200A, American Federation of Teachers, AFL-CIO as the exclusive bargaining agent for employees in positions covered by the certification issued by the State Board of Labor Relations in Decision No. 2332-A (1984).

##### Section Two.

The following categories of employees are covered by this Supplemental Agreement:

- (a) Daily substitutes;
- (b) Part-time employees paid on an hourly basis, who are employed in summer school, evening school, shared time and other special programs;
- (c) Regularly scheduled part-time employees paid on an hourly basis and employed in the regular day program;
- (d) Durational employees;
- (e) Employees paid a stipend for work as a coach or advisor.

##### Section Three.

Effective with the first biweekly paycheck following November 1, 1986:

For each employee covered by this Agreement and on the biweekly payroll, the Board shall deduct an agency fee payment from each biweekly paycheck during the school year. The amount of the biweekly deduction shall be established by the Union and shall remain constant for the full school year. The Union shall give written notice of the amount of the agency fee for the coming year not later than July 15, to the Personnel Department and the Office of the State Comptroller.

The amount of agency fees deducted, and a list of employees for whom deductions were made, shall be remitted to the Union within fifteen (15) days after the payroll period in which such deductions are made.

The Union shall indemnify and hold the Board harmless for any liability or damages incurred by the Board as a result of payroll deduction of agency service fees.

## ARTICLE 2

### BOARD PREROGATIVES

The provisions of Article 2 of the Agreement covering full-time employees are incorporated herein by reference.

## ARTICLE 3

### SALARIES

#### Section One.

Pay raises and step increases shall be effective at the beginning of the pay period which includes September 1.

#### Section Two.

Salary payment for employees covered by this Supplemental Agreement shall be made as follows:

- (a) Substitutes - bi-weekly;
- (b) Hourly part-time employees - bi-weekly;
- (c) Durational employees - bi-weekly;
- (d) Coaches and advisors -
  - (1) Fall sports in November;
  - (2) Winter sports in March;
  - (3) Spring sports in June;
  - (4) Seasonal activities as above;
  - (5) Year-long activities in two (2) equal payments in January and June.

## ARTICLE 4

### FRINGE BENEFITS

#### Section One.

All employees covered by this Agreement shall be covered by workers' compensation.

#### Section Two.

Part-time employees who work twenty (20) or more hours per week shall receive pro rated fringe benefits to the extent that such benefits are applicable to part-time employees on a statewide basis.

Regularly scheduled part-time employees who work seventeen and one-half (17.5) hours or more per week shall receive on a pro rata basis the paid medical and life insurance which is provided to full-time employees pursuant to Article 4, Section Two (a) of the Agreement concerning full-time employees. Such employees also shall receive five (5) days of paid sick leave each school year which shall be credited two and one-half (2.5) days on September 1 and two and one-half (2.5) days on January 1.

Durational employees who are appointed to positions established for six months or more shall receive medical, dental and life insurance on the same basis as other full-time employees. In addition, they shall receive paid sick leave pursuant to Article 4, Section Four of the Agreement concerning full-time employees.

Effective in the 1990-91 school year, full-time durational employees shall be eligible for personal leave days on the same basis as regular full-time employees.

#### Section Three.

Participation in the retirement system and related retirement credit or benefits for employees covered by this Supplemental Agreement shall be governed by statute and the agreement between the State and Pension Coordinating Committee.

## ARTICLE 5

### WORKING CONDITIONS

#### Section One.

The work day and work year for full-time durational employees shall be the same as for other full-time employees as outlined in Article 6 of the Agreement governing full-time employees.

The work hours of regularly scheduled part-time employees shall be scheduled in accordance with Article 6, Section Two (a) (2) of the Agreement governing full-time employees.

#### Section Two.

Regularly scheduled part-time employees who work seventeen and one-half (17.5) hours or more per week and who have more than three years of continuous service in the Vocational-Technical School System, shall not be discharged except for just cause. For purposes of this Agreement, the failure to rehire or renew the contract of employment of a part-time teacher for the following school year shall not be considered a discharge provided that notice of non-renewal is given prior to June 1. A layoff of a regularly scheduled part-time employee pursuant to Article II of this Agreement shall not be considered a dismissal.

## ARTICLE 6

### PUPIL LOAD AND CLASS COVERAGE

#### Section One.

The pupil load for durational and regularly scheduled part-time employees shall be governed by Article 7, Section One of the Agreement concerning full-time employees.

#### Section Two.

Regularly scheduled part-time employees are eligible for class coverage assignments pursuant to Article 7 of the Agreement concerning full-time employees provided that such assignments do not conflict in whole or in part with their part-time responsibilities. Such coverage shall not be calculated for any purpose including but not limited to determination of the 17.5 hour threshold for receiving pro rata benefits and seniority credit. Payment shall be at the rate of one-fifth of a substitute's daily rate.

### Section Three.

Regularly scheduled part-time employees are eligible for substituting assignments which do not conflict in whole or in part with their part-time responsibilities. Such substitution shall not be calculated for any purpose including but not limited to determining the 17.5 hour threshold for receiving pro rata benefits or seniority credit. Payment shall be at the rate of pay for daily substitutes.

### ARTICLE 7

#### FACILITIES, SECURITY AND SAFETY

The provisions of Article 10 of the Agreement covering full-time employees are applicable to employees covered by this Agreement and are hereby incorporated by reference.

### ARTICLE 8

#### IEP DEVELOPMENT AND PPT CONFERENCES

The provisions of Article 16 of the Agreement covering full-time employees are applicable to durational and regularly scheduled part-time employees and to that extent are incorporated herein by reference.

### ARTICLE 9

#### SUMMER SCHOOL, NIGHT SCHOOL, SPECIAL PROGRAMS AND EXTRACURRICULAR ACTIVITIES

### Section One.

Summer school and special program positions shall be posted annually. Other positions shall be posted only when a vacancy is available due to the resignation, non-renewal or discharge of the incumbent. In general, vacancies occurring in these programs shall be posted by the end of May.

- (a) Vacancies in the programs will be posted at the school at which they occur and will be announced in V.T. letters.
- (b) The posting will include a list of positions, qualifications, and the procedure for applying.

- (c) These positions will be filled, if possible, from applicants within each school.
- (d) Only where no full-time bargaining unit members apply will the Board appoint a non-bargaining unit candidate.

An incumbent in a summer school, night school, special program or extracurricular activity may be removed during the term of an appointment for cause. The failure to rehire or renew the appointment of an incumbent in one of these positions for the next term shall not require cause provided that the reason for removal is neither arbitrary nor capricious and notice of non-renewal is given no later than thirty (30) days following the end of the program .

#### Section Two.

Only candidates certified or qualified for a particular position shall be hired.

#### Section Three.

Nothing in this Article shall require the Board to maintain these positions.

### ARTICLE 10

#### GRIEVANCE AND ARBITRATION PROCEDURE

##### Section One.

A grievance is defined as a complaint that there has been a violation, misinterpretation or improper application of a specific provision(s) of this Supplemental Agreement.

##### Section Two.

A grievance under this Supplemental Agreement shall be processed in the same manner as provided by Article 21, Sections Two through Six of the Agreement covering full-time employees and to that extent the provisions of Article 21, Sections Two through Six are incorporated herein by reference.

## ARTICLE 11

### SENIORITY

#### Section One.

Regularly scheduled part-time employees shall accrue pro rata seniority calculated on the number of hours and/or number of days scheduled during the school year. No other employees covered by this Supplemental Agreement shall accrue seniority.

#### Section Two.

Seniority shall be accrued for regularly scheduled part-time employees for the sole purpose of determining order of layoff among such regularly scheduled part-time employees at a particular vocational-technical school.

In the event of a layoff at a school, regularly scheduled part-time employees shall be laid off in order of inverse seniority (as defined in this Section) in the employee's current teaching assignment.

## ARTICLE 12

### NON-DISCRIMINATION

The provisions of Article 23 of the Agreement covering full-time employees are applicable to employees covered by this Supplemental Agreement and incorporated herein by reference.

## ARTICLE 13

### STUDENT DISCIPLINE

The provisions of Article 24 of the Agreement covering full-time employees are applicable to employees covered by this Supplemental Agreement and are incorporated herein by reference.

## ARTICLE 14

### INDEMNIFICATION

The provisions of Article 25 of the full-time Agreement are applicable to employees covered by this Supplemental Agreement and are incorporated herein by reference.



#### ARTICLE 15

##### ACADEMIC FREEDOM

The provisions of Article 27 of the full-time Agreement are applicable to employees covered by this Supplemental Agreement and are incorporated herein by reference.

#### ARTICLE 16

##### MISCELLANEOUS

The provisions of Article 28 of the Agreement covering full-time employees are applicable to this Supplemental Agreement and are incorporated herein by reference.

#### ARTICLE 17

##### LEGISLATIVE ACTION

The provisions of Article 29 of the Agreement covering full-time employees are applicable to this Supplemental Agreement and are incorporated herein by reference.

#### ARTICLE 18

##### SUPERSEDEENCE

The provisions of Article 30 of the Agreement covering full-time employees are applicable to this Supplemental Agreement and are incorporated herein by reference.

#### ARTICLE 19

##### BARGAINING WAIVER AND EXCEPTIONS

The provisions of Article 31, Sections Two and Three of the Agreement covering full-time employees are applicable to this Supplemental Agreement and are incorporated herein by reference.

## ARTICLE 20

### NO STRIKES - NO LOCKOUTS

The provisions of Article 32 of the Agreement covering full-time employees are applicable to this Supplemental Agreement and are incorporated herein by reference.

## ARTICLE 21

### SALARIES

Full-time durational employees shall be paid in accordance with Appendix A.

Stipend part-time employees shall be paid in accordance with Appendix B.

All other part-time employees shall be paid in accordance with Appendix D.

Daily substitutes shall be paid in accordance with Appendix F.

## ARTICLE 22

### DURATION

This Agreement is effective July 1, 1989 and shall expire on June 30, 1992.

## APPENDIX A

### SALARY SCHEDULES FOR FULL-TIME EMPLOYEES

Prior to any general wage increase for the 1989-90 school year, two steps on the salary schedule shall be eliminated as indicated below. After the two steps are eliminated, the steps shall be renumbered 1 through 12A and B.

<u>1988-89 Salary</u>	<u>Pre-Step Elimination and Pre-renumbering</u>	<u>Post-Step Elimination and Pre-renumbering</u>	<u>Post-Step Elimination and Post-renumbering</u>
22,250	A	A	1
23,520	B	B	2
24,184	1	1	3
25,299	2	2	4
26,191	3	3	5
27,131	4	4	6
28,170	5		
29,111	6	5	7
30,052	7	6	8
30,990	8	7	9
32,482	9		
33,634	10	8	10
35,032	11	9	11
38,500	12A	10A	12A
40,000	12B	10B	12B

## APPENDIX A

### SALARY SCHEDULES FOR FULL-TIME EMPLOYEES

1989-1990

All steps on the salary schedule shall be increased by 4.5 percent for the 1989-90 school year.

<u>STEP</u>	<u>ANNUAL</u>	<u>BIWEEKLY</u>	<u>DAILY</u>	<u>HOURLY</u>
1	23,252.00	890.89	126.37	18.06
2	24,579.00	941.73	133.59	19.09
3	25,273.00	968.32	137.36	19.63
4	26,438.00	1,012.96	143.69	20.53
5	27,370.00	1,048.66	148.75	21.25
6	28,352.00	1,086.29	154.09	22.02
7	30,421.00	1,165.56	165.34	23.62
8	31,405.00	1,203.26	170.68	24.39
9	32,385.00	1,240.81	176.01	25.15
10	35,148.00	1,346.67	191.03	27.29
11	36,609.00	1,402.65	198.97	28.43
12A	40,233.00	1,541.50	218.66	31.24
12B	41,800.00	1,601.54	227.18	32.46

APPENDIX A

SALARY SCHEDULES FOR FULL-TIME EMPLOYEES  
1990-1991

All steps on the salary schedule shall be increased by seven (7) percent for the 1990-91 school year.

<u>STEP</u>	<u>ANNUAL</u>	<u>BIWEEKLY</u>	<u>DAILY</u>	<u>HOURLY</u>
1	24,880.00	953.26	135.22	19.32
2	26,300.00	1,007.67	142.94	20.42
3	27,043.00	1,036.14	146.98	21.00
4	28,289.00	1,083.87	153.75	21.97
5	29,286.00	1,122.07	159.17	22.74
6	30,337.00	1,162.34	164.88	23.56
7	32,551.00	1,247.17	176.91	25.28
8	33,604.00	1,287.51	182.64	26.10
9	34,652.00	1,327.67	188.33	26.91
10	37,609.00	1,440.96	204.40	29.20
11	39,172.00	1,500.85	212.90	30.42
12A	43,050.00	1,649.43	233.97	33.43
12B	44,726.00	1,713.64	243.08	34.73

SALARY SCHEDULES FOR FULL-TIME EMPLOYEES  
1991-1992

All steps on the salary schedule shall be increased by six and one-half (6.5) percent for the 1991-92 school year.

<u>STEP</u>	<u>ANNUAL</u>	<u>BIWEEKLY</u>	<u>DAILY</u>	<u>HOURLY</u>
1	26,498.00	1,015.25	144.02	20.58
2	28,010.00	1,073.18	152.23	21.75
3	28,801.00	1,103.49	156.53	22.37
4	30,128.00	1,154.33	163.74	23.40
5	31,190.00	1,195.02	169.52	24.22
6	32,309.00	1,237.90	175.60	25.09
7	34,667.00	1,328.24	188.41	26.92
8	35,789.00	1,371.23	194.51	27.79
9	36,905.00	1,413.99	200.58	28.66
10	40,054.00	1,534.64	217.69	31.10
11	41,719.00	1,598.43	226.74	32.40
12A	45,849.00	1,756.67	249.18	35.60
12B	47,634.00	1,825.06	258.89	36.99

NOTES:

Increases are effective the first full pay period which includes September 1, except movement from Step 12A to Step 12B is effective the first full pay period which includes March 1.

All steps have been renumbered, beginning with 1; accordingly, former Steps A and B are discontinued.

This technical change is intended to eliminate discrepancies between the steps listed in the contract and the steps in the State's CSEIS payplan. This change, by itself, is not intended to provide either an increase or decrease in salary level.

Biweekly is annual divided by 26.1

Daily (per-diem) is annual divided by 184.

Hourly is annual divided by 1288.

APPENDIX A  
DEPARTMENT HEAD DIFFERENTIAL

1989-90

\$1,000.00

1990-91

\$1,000.00

1991-92

\$1,000.00

## APPENDIX B

### COMPENSATION SCHEDULE FOR ATHLETIC COORDINATOR AND COACHES

Each Athletic Coordinator shall receive a lump sum payment of \$250 in lieu of any retroactive increase in the Athletic Coordinator stipend for the 1989-90 school year.

Effective in the 1990-91 school year, the stipend for the Athletic Coordinator shall be \$2,500.

Effective in the 1991-92 school year, the stipend for the Athletic Coordinator shall be \$2,750.

In lieu of retroactivity for the 1989-90 school year, each employee who held a coaching assignment shall receive a lump sum payment in the following amount for each coaching assignment:

<u>Coaching Stipend</u>	<u>Lump Sum Payment</u>
Under \$1,000	\$50
\$1,000 - \$1,499	\$75
\$1,500 - \$1,999	\$100
\$2,000 or over	\$125

Effective in the 1990-91 school year, coaching stipends shall be increased by eight (8) percent and rounded (if not at a \$50 interval) to the next \$50.

Effective in the 1991-92 school year, coaching stipends shall be increased by eight (8) percent and rounded (if not at a \$50 interval) to the next \$50.

APPENDIX B

COMPENSATION SCHEDULE FOR ATHLETIC COORDINATOR AND COACHES

<u>Title</u>	<u>1990-91</u>	<u>1991-92</u>
Athletic Coordinator	\$2,500	\$2,750
Basketball Head Coach	2,400	2,600
Basketball Assistant Coach	1,550	1,700
Basketball Freshman Coach	1,050	1,150
Football Head Coach	2,700	2,950
Football Assistant Coach	1,700	1,850
Freshman Football Coach (Bullard-Havens RVTS Only)	1,050	1,150
Soccer Head Coach	1,550	1,700
Soccer Assistant Coach	1,150	1,250
Baseball Head Coach	1,900	2,100
Baseball Assistant Coach	1,250	1,350
Cross Country Coach	1,250	1,350
Track Head Coach	1,700	1,850
Track Assistant Coach	1,150	1,250
Golf Coach	1,250	1,350
Volleyball Coach	1,550	1,700
Volleyball Assistant Coach	1,150	1,250
Tennis Coach	1,250	1,350
Swimming Coach	1,550	1,700
Rifle Coach	1,250	1,350
Softball Head Coach	1,900	2,100
Softball Assistant Coach	1,250	1,350
Cheerleading Coach	1,050	1,150
Wrestling Coach	1,250	1,350



## APPENDIX B

### COMPENSATION SCHEDULE FOR ADVISORS

In lieu of a retroactive increase in the Advisor stipends for 1989-90, each employee who served as an Advisor shall receive a lump sum payment for each Advisor assignment in the following amounts:

Yearbook Advisor	\$75
Student Council Advisor	\$75
Class Advisor	\$50
Vica Advisor	\$50

Effective in the 1990-91 school year, all advisor stipends shall be increased by eight (8) percent and rounded (if not at a \$50 interval) to the next \$50.

Effective in the 1991-92 school year, all advisor stipends shall be increased by eight (8) percent and rounded (if not at a \$50 interval) to the next \$50.

## APPENDIX B

### COMPENSATION SCHEDULE FOR ADVISORS

<u>Title</u>	<u>1990-91</u>	<u>1991-92</u>
Yearbook Advisor	\$1,250	\$1,350
Student Council Advisor	1,250	1,350
Freshman Class Advisor	250	300
Sophomore Class Advisor	300	350
Junior Class Advisor	550	600
Senior Class Advisor	750	850
VICA Advisor	600	650

APPENDIX C  
LONGEVITY SCHEDULE

Payable semi-annually in October and April:

\$175 after ten (10) years

\$350 after fifteen (15) years

\$525 after twenty (20) years

\$700 after twenty-five (25) years

## APPENDIX D

### HOURLY RATES

#### NIGHT SCHOOL. SUMMER SCHOOL. SPECIAL PROGRAMS

The hourly rate for summer school, special programs, night school and the apprentice program shall be as follows:

<u>School Year</u>	<u>Instructor</u>	<u>Supervisor</u>
1989-90	\$12.00 per hour	\$14.50 per hour
1990-91	\$13.50 per hour	\$17.00 per hour
1991-92	\$15.00 per hour	\$18.50 per hour

In lieu of any retroactive increase for the 1989-90 school year, employees who held part-time assignments on and after September 1, 1989 shall receive lump sum payments as follows:

\$25 per course per semester for Instructors

\$50 per evening assignment per semester for Supervisors

For example, an Instructor who taught one course in the fall of 1989 in the Adult Evening Program would receive \$25. A Supervisor who supervised the Adult Evening Program for four nights per week for the fall semester would receive a lump sum payment of \$200.

Effective in the 1990-91 and/or 1991-92 school year, the Board may unilaterally increase hourly rates as follows:

- (a) The hourly rate for Instructors may be increased as deemed necessary by the Board, to a rate not to exceed the annual salary of Step 1 (formerly Step A) on the Salary Schedule of Appendix A divided by 1288.
- (b) The hourly rate for Supervisors may be increased as deemed necessary by the Board, to a rate not to exceed the annual salary of Step 5 (formerly Step 3) on the Salary Schedule of Appendix A divided by 1288.
- (c) The Board may establish different hourly rates for different categories or programs.
- (d) Prior to effecting any change in hourly rates, the Board shall give the Union notice and, upon request, meet and confer with the Union to review its intended action.

APPENDIX E  
P.N.E.P. PARKING

The State will establish a pool of \$900.00 each contract year to be allocated for parking expenses for P.N.E.P. Instructors incurred during the clinical phase. Upon submission of a proper receipt, payment will be made on a first come first serve basis.

Effective in the 1990-91 school year, the pool shall be increased to \$1200.

APPENDIX F  
DAILY SUBSTITUTE RATES

Effective 9/1/89 - \$55.00 per day

Effective 9/1/90 - \$70.00 per day

Effective 9/1/91 - \$75.00 per day

APPENDIX G

Dates for Nonrenewal and Termination  
of Contract Third Year Only

<u>Date of</u> <u>appointment</u>	<u>Notice of</u> <u>nonrenewal by*</u>	<u>Employee's Contract ends</u>
June 2 - Sept. 1	April 1	End of school year
Sept. 2 - Oct. 1	May 1	Sept. 30
Oct. 2 - Nov. 1	June 1	Oct. 31
Nov. 2 - Dec. 1	Sept. 1	Nov. 30
Dec. 2 - Jan. 1	Oct. 1	Dec. 31
Jan. 2 - Feb. 1	Nov. 1	Jan. 31
Feb. 2 - March 1	Dec. 1	Feb. 28
March 2 - April 1	Jan. 1	March 31
April 2 - May 1	Feb. 1	April 30
May 2 - June 1	March 1	May 31

\* In all cases, notice of nonrenewal may also be given by April 1, but must be given no later than the date shown above.

## APPENDIX H

### OJE REOPENER

Within sixty (60) days of the issuance of the final report of the objective job evaluation study, the Board and the Union shall meet to negotiate over the implementation of the recommendations in the report. Such negotiations may cover any or all of the following subjects:

- (a) timing and extent of implementation;
- (b) method and/or mode of implementation;
- (c) merger and/or consolidation of titles;
- (d) revisions to the salary schedule, such as:
  - (i) number of steps;
  - (ii) tracks based on proficiency/experience requirements

Such negotiations shall also address the secondary effects of the implementation of any of the study's recommendations on other provisions of the contract such as, but not limited to, layoff, transfers, vacancies, and professional development.

The effective date of any changes, including retroactivity of salary changes, shall be a subject of negotiations for the reopener.

IN WITNESS THEREOF the parties execute this Agreement:  
For the Board of Education, State of Connecticut:

\_\_\_\_\_  
Saranne P. Murray, Negotiator

\_\_\_\_\_  
David C. Sullivan, Negotiator

\_\_\_\_\_  
Dominic Spera, Assistant Superintendent

\_\_\_\_\_  
Gerald N. Tirozzi, Commissioner

\_\_\_\_\_  
Abraham Glassman, Chairman, Board of Education

For State Vocational Federation of Teachers, Local 4200A:

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Barry Scheinberg, Chief Negotiator

---

Ronald Tabellione, President

---

Richard O'Connor, Vice President and Co-Chairman

---

Arthur Sharron, Secretary and Co-Chairman

---

David Howard, Executive Building Representative

---

Ann Frattalone, Negotiation Team

---

Sam Sperazza, Negotiation Team

---

Larry Boyle, Negotiation Team

---

David Zitnay, Negotiation Team

---

Tony DeVito, Negotiation Team

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Gerry Karas, Negotiation Team



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